

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

-----X
In re:

SIMON TAUB

Debtor.
-----X

**Chapter 7
Case No. 10- 49215 (ess)**

CLERK
U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF
NEW YORK
2010 OCT -7 A 9:47
RECEIVED

**OBJECTION OF CREDITOR TO DEBTOR'S MOTION TO DISMISS
INVOLUNTARY BANKRUPTCY PETITION**

1. I, Katalin Pota, Creditor herein (the "Creditor") submits this opposition to the Motion of Simon Taub ("Debtor") to Dismiss the Involuntary Bankruptcy Petition. Debtor claims that this Second Involuntary Bankruptcy Petition is the same as the first one, which court dismissed because I didn't show evidence and I didn't appear. It is strange and against court regulations that when one files a Petition, the Petitioner is given only a few HOURS, NOT DAYS, to respond, and one is forced to appear the NEXT day!! The law is clear – one must be given a minimum of several (10 days) to answer, and enough time to appear. This was railroaded and rammed down in a most unusual, illegitimate few hours.

2. However, I had to leave the state immediately after filing the first Bankruptcy Petition – never imagining that this case would violate all court rules and regulations and require that I appear within a few hours. Therefore, I did not even get to pick up my mail which informed me of the next day's appearance date, until much past the appearance date and the court's dismissal of my petition because I failed to appear.

THIS IS A VIOLATION OF MY CIVIL RIGHTS – THAT I WAS NEVER GIVEN AN OPPORTUNITY TO DEFEND MYSELF OR TO RESPOND.

3. Simon Taub is using hooligan tactics to intimidate his opponents. He harassed me constantly and I was repeatedly robbed so as to force me to move out. He must be ordered to repay me for his harassing and traumatic thefts – where he and his agents actually stole from my apartment, stole from my storage and stole my mail and my mail deliveries.

4. Simon claims that because of my Petition, he was hurt – that his credit cards were cancelled and he is being hurt financially. THIS IS A LIE! How is it that in 1997 when he himself filed for millions of dollars in his bankruptcy - somehow he wasn't hurt. After he finished his bankruptcy case, in the year 2000, he was able to borrow money from banks, get mortgages, and spend MILLIONS of dollars in renovating his three Grand Ave. properties. He turned 8 Grand Ave. and 10 Grand Ave. from commercial shells into very desirable residential loft apartments. How come his million dollars in embezzlements from all his legitimate creditors didn't hurt him, but now he claims that because I filed for a mere \$200,000 (which is only a fraction of what) he owes me, he claims to have been hurt!

5. Simon included as “exhibits” copies of checks which he claims prove that he paid to store my belongings for 6 months. Please examine those checks. It is easy to see that THOSE ARE FRAUDULENT CHECKS. The checks Simon included as his

exhibits deliberate forgeries and frauds. (a) if you look at the bottom right-hand side of the checks, where the bank usually stamps the amount the bank deducts from the account – you will see that there is no amount stamped on the bottom right side because these checks were never negotiated by the bank! (b) Further examination of the checks will show that there are absolutely no stamps from the bank. If you look at any legitimate cancelled check which went through the bank, you will always see little numbers and markings from the bank on each check. These checks are clean, newly created checks – there is absolutely no marking from the bank – because these checks are fraudulent, criminal lies. These checks never went through the bank! I was present when Simon used his credit card to pay for the first two months.

BACKGROUND:

6. In the beginning of 2004 I was placed by the NY State Department of Health Traumatic Brain Injury Waiver in the building at 10 Grand Avenue in Brooklyn, apt. 5-5. As a crime victim with traumatic brain injury I was receiving rent subsidy. At that time I had no income, I was waiting for my social security disability. The lease was cosigned by the agency working with the government. Simon Taub knew that I had no means to pay the rent. He requested credit checks and proof of income from other prospective tenants. He misrepresented the building as a residential property, while he had no certificate of occupancy. He defrauded the government while receiving rent payments.

7. Simon also committed fraud by overcharging the tenants for utilities, who were not allowed to pay directly to Con Edison. Tenants were not allowed to have their own meters, but had to pay Simon whatever he demanded for utilities. I was grossly overcharged. During the summer of 2004 I was away for three months while taking care of a sick, disabled friend. My bill according to Simon Taub was over \$200 a month. I was forced to pay all the bills because he was threatening me with eviction. I was waiting for my utility subsidy. In 2006 my utility subsidy was approved and the state paid 75% of all my past bills directly to Simon Taub. He pocketed the entire amount and never paid me back.

8. I also rented a storage from Simon Taub in 2004, paying over \$300 a month. I discovered in 2007 that Simon rented the same space at the same time to another person and all my belongings were stolen while Simon was collecting the monthly rent from me.

9. In August 2004 when I returned to my apartment, I was shocked to find it robbed. When I moved in, Simon Taub demanded that I leave copies of my keys with him. There was no forced entry. I called the police. They told me to change the locks. They asked Simon Taub to provide the tapes recorded by his security camera aimed at my door. He claimed that he erased them.

10. When the government discovered that Simon Taub lied about the building being residential, they suspended the rent subsidy until Simon would get the certificate of occupancy. Instead of legalizing the building, he started suing me in

Housing Court. The case was thrown out, because he had no right to collect rent in a commercial building from residential tenants. After that, he stated suing me again, claiming that I was renting a commercial space from him for business. He knew that I was disabled and I was using the space as a residence. The case was thrown out again because he lied about the ownership of the building.

11. Simon started suing me for the third time claiming that he was acting on behalf of the alleged owners, who never showed up in court. I was constantly harassed, threatened, my mail was stolen, my intercom disconnected, the hot water was cut off. My apartment was flooded and my door broken down repeatedly. Simon Taub lied to the police and told them that he only had security cameras outside the building. In reality there was a camera aimed at my door. He knew exactly when I was leaving the apartment. My neighbors warned me that Simon Taub made a deal with a man on the same floor, giving him a break on utility payments in exchange for vandalizing my locks and intimidating me. I caught the man trespassing in the apartment.

12. I was robbed repeatedly, there were art works, jewelry, cash and designer clothes stolen. The police told me I had to complain in Housing Court.

13. I was completely traumatized from being constantly harassed, threatened and robbed. I agreed to move out on condition that Simon Taub would pay for moving and six month's storage and not sue me for back rent. He had no right to collect rent,

he defrauded the government. When my advocate asked his lawyer, why was he suing me instead of the state, his answer was that they were going after me because I couldn't afford proper representation. The New York State Department of Health would have won the case against Simon Taub, who claims that he doesn't own the building. The rent was never paid to the alleged owners, it was paid to Gand Avenue LLC, a bogus corporation.

14. I had no place to move. As a result of Simon Taub's fraudulent actions I lost my rent subsidy. As a disabled crime victim, living on disability income, I couldn't afford to rent another apartment. After I agreed last year to move my belongings to storage, Simon Taub told me that he was not going to store my furniture, only my other belongings. As a result of that I lost all my furniture. His superintendent, who was constantly insulting and threatening me, moved my belongings to the storage on Grand Avenue. He deliberately kept throwing and dropping my belongings, breaking my expensive china, damaging my upright piano and other items.

15. Before I was injured I worked as an art history professor and expert, and I invested all my money in art works. Most of them were stolen by Simon and his cohorts, including photographs, receipts and other documentation. I had works by Andy Warhol, Keith Haring, other contemporary artists and old masters as well. The only oil portrait of my late mother was stolen, and that caused me great emotional distress. There were also art works which belonged to my late mother, and losing them made me very sad, hurt and upset. The pictures painted by me were stolen, and some of my friends' art works as well.

16. Before being injured I also worked as an actress, I had to buy expensive designer clothes and accessories for my work. Most of those were stolen as well.

17. Simon Taub paid for the first two months of storage and then he stopped paying. I was locked out of my storage. My attorney kept calling him and he kept lying that he paid. Finally he agreed to pay, but refused to pay the late fees. I had to borrow money to pay the \$300 late fee and another \$300 for the last month. He still owes me that money.

18. Upon information and belief, this storage company belongs to Simon Taub as part of his hidden assets, and therefore – as he usually conducts business fraudulently – he alleged that he paid or did not pay, depending on his schemes to defraud me. Therefore, the checks he shows as proof are newly created fraudulent checks, because obviously he never paid anything, despite his deceptive allegations.

19. My plan was to continue my rehabilitation treatments and return to work, at least part time to start with. Unfortunately the horrible experience I had with Simon Taub caused me to have panic attacks, sleep deprivation and anxiety. Last year I was taken to the emergency room with angina attack.

20. My life is destroyed by Simon Taub, I have nightmares because of his thefts, abuses and threats.

21. In June 2010, Chana Taub invited me to her daughter's wedding. I was threatened and assaulted by two thugs hired by Simon Taub. They physically removed me from the wedding hall. When Chana Taub's sister insisted that I stay, Simon Taub was yelling at the thugs: "Take both of them out!" I didn't call the police because I

didn't want to ruin the wedding and I left. Simon Taub completely humiliated me in front of my guest. He is the most dishonest, brutal person I ever met and I have a great fear for his mobster tactics. On October 5th, 2010, one day before we were due in court, Simon's attorney sent me a threatening message that I should talk to him or they will charge me \$75 000. As a result of Simon Taub's actions I am homeless and unemployed, so they can't do further financial damage for me. I am concerned about my personal safety.

ARGUMENT:

22. Simon is asking court to Sanction me – but Court should realize that Simon should be punished and sanctioned for committing deliberate fraud and for acting criminally and violating my civil rights. Simon should be fined and imprisoned for depriving me of any quality of life while I was living in his building, and for stealing my mail and my valuables. Simon is the one who should be obligated to pay me treble damages for causing me emotional trauma and distress and depriving me of my civil rights.

THEREFORE – SIMON TAUB SHOULD BE PUNISHED, SANCTIONED & FINED:

- a. For violating MY Civil rights to live in my apartment with a proper quality of life. Simon stalked me, illegally installed surveillance cameras to torment me and embezzle me.

- b. Simon committed a Federal crime when he refused to allow me to have my own mailbox. He insisted on controlling my mail – depriving me of mail and deliveries which he wanted to keep.
- c. Simon damaged and/or stole my expensive furniture and my piano, and most of my valuables which I had left over after Simon stole many other possessions. When he claimed that he would store my furniture because I had nowhere to go and he wanted me out, Simon's agents deliberately dropped and broke my piano, ruined other furniture and damaged valuables.
- d. Simon had his super and agents break my lock, and steal my belongings when he saw in his surveillance camera that I was not home. Therefore, they stole jewelry, cash and artwork which is worth much more than the \$200,000 I am claiming. THIS IS CRIMINAL, AND SIMON SHOULD BE IMPRISONED AND FINED FOR THIS.
- e. Simon kept the money I paid for utilities, while also pocketing the money the City refunded me for this very same bill.

(F) Simon deprived me of my right to my own mailbox and to my own meters so that I would be able to pay for my own utilities, and not be forced to pay Simon's outrageous overcharges for utilities.

WHEREFORE, it is respectfully requested that:

- (A) Simon Taub's Motion to Dismiss my Involuntary Bankruptcy Proceeding be denied in its entirety.**
- (B) That this Court Sanction and punish Simon Taub for the criminal and harassing actions he caused me, as outlined above;**
- (C) That court proceed and award me the damages I claimed in my Involuntary Bankruptcy Proceeding;**
- (D) and for such other and further relief be granted.**

DATED: Brooklyn, N.Y.
October 6, 2010

Respectfully Submitted,


s/ Katalin Pota,

Creditor

CC: Diana Adams,
Alicia Leonhard, Esq.
Office of the U.S. Trustee
271 Cadman Plaza East, St. 4529
Brooklyn, N.Y. 11201
Alicia.M.Leonhard@usdoj.gov

David Mark, Esq.
Kasowitz, Benson...
1633 Broadway
New York, N.Y. 10019
Dmark@Kasowitz.com

Rosemarie Matera, Esq.
Kurtzman Matera
664 Chestnut Ridge Road
Spring Valley, N.Y. 10977
Rmatera@kmpclaw.com

Leo Fox, Esq.
630 Third Avenue
New York, N.Y. 10017
leofox1947@aol.com

Ronald J. Friedman, Esq.
Silverman Acampora LLP
100 Jericho Quadrangel –Suite 300
Jericho, N.Y. 11753
Rfriedman@SilvermanAcampora.com

EXHIBITS

- 1) Police Report- Larceny
- 2) Mailbox Complaint
- 3) Simon's furniture business . I wonder if my stolen furniture is there.
- 4) Simon's previous Conviction for Insurance Fraud
- 5) Conditions demanded by Simon prior to renting an apartment- He demanded a key.
- 6) Simon is now claiming that this apartment is illegal. Wasn't it illegal in 2004, when he first rented it?
- 7) Simon's attorney attempting to intimidate Plaintiff, the day before Court appearance.

POLICE REPORT: When Katalin Pota discovered that her valuables were stolen from her storage space she was paying over \$1,000 a year, she made a Police Report.



INCIDENT INFORMATION SLIP

PD 301-164 (Rev. 3-98)-Pent (RMU)

Welcome to

(Command)

(Address)

(Telephone No.)

We hope that your business with us was handled satisfactorily. Your particular matter has been assigned the following number(s):

Complaint Report No.

Accident Report No.:

Aided Report No.:

Reported to

(Rank)

(Name)

(Shield No.)

Date of Occurrence:

Time:

Location of Occurrence:

Crime:

Please keep this report should you have to refer to this matter in the future. If you need any further assistance feel free to

contact us at telephone number

Please let us know if you have any suggestions on how we can

better serve you. As you may already know, we will provide you with a crime prevention survey of your residence or business.

Please ask for more information on this and other crime prevention initiatives. Our goal is to make you and your property safe.

COURTESY — PROFESSIONALISM — RESPECT

REMEMBER: CALL "911" FOR EMERGENCIES ONLY!!!!

06/25/2008 10:01

2125350903

United States Postal Inspection Service

Page 1 of 3

[HOME](#) [ABOUT US](#) [INVESTIGATIONS](#) [PRESS ROOM](#) [EMPLOYMENT](#) [CONTACT US](#)[Home](#) > [Investigations](#) > [Mail Theft](#) > [File a Mail Theft Complaint](#) > [Mail Theft, Vandalism or Mail Tampering Investigations](#)

Mail Theft

If you have previously reported a problem and have received a reference number, and you can add additional information.

Report a new problem:

- ☒ Mail Not Received
- ☒ Mail Tampering/Vandalism
- ☐ Mail Received Without Contents

Complainant/Victim Information

*First Name KATALIN Middle *Last POTA

Company

*Address 10 GRAND AVENUE

*City BROOKLYN *State NY

Country United States

*ZIP 11205

*Home Phone ex. 555-555-5555

Work Phone

*E-Mail katalinpota@yahoo.com

How is your mail delivered (choose one)?

Article was mailed from:

MOST OF MY MAIL FOR THE PAST YEAR
FROM DIFFERENT SENDERS

6/24/2008

(2)

United States Postal Inspection Service

☐ Same as Complainant/Victim Information

ALL MAIL

First Name
Company
Address
City
Country United States State
ZIP
Home Phone
Work Phone

Article was address to:

First Name KATAVIN Middle
Company
Address 10 GRAND AVENUE #5-5
City BROOKLYN State NY
Country United States
ZIP 11205
Home Phone
Work Phone

Last POTA

Type of Mail: ALL

Type ALL
Class ALL

Date Mailed
Tracking Number (if applicable)

BETWEEN MAY 2007
UNTIL
TODAY

Contents of Mail

Click on the Add Content button below for each piece of mail:

Add Content

Suspect Information

Provide the following information, if available:

United States Postal Inspection Service

Page 3 of 3

First Name SIMON Middle B- Last TAUB
Address 4819 14 Avenue Apt. 2
City BROOKLYN State NY
Country United States
ZIP 11219
Gender M Weight 280
Height (Feet) 5 Height (Inch) 11
Eye Color GREY Hair Color BROWN
Age 60 Race CAUCASIAN
Clothing Description DARK
Other Details HASIDIC

Suspect Vehicle

Make HONDA Model Odyssey Year 2007
Color BLUE Tag No. DYH1258

Were Police Notified?

Yes ☒

Police Report No. Det. Rogers Police Dept. 88 Precinct

Description of Complaint

MY BUILDING AT 10 GRAND AVENUE, BROOKLYN NY 11205 HAS NO INDIVIDUAL MAILBOXES FOR THE 40 TENANTS. THE MAIL IS CONTROLLED BY SIMON TAUB. MOST OF MY MAIL GETS LOST. TENANTS ARE EVICTED BECAUSE THEY DON'T RECEIVE COURT PAPERS. I HAVE BEEN TRYING TO FORWARD MY MAIL FOR OVER A YEAR TO MY POB, IT STILL GOES TO 10 GRAND, MOST OF IT DISAPPEARS.

Submit Complaint

Accessibility | Freedom of Information Act | Privacy Policy | U.S. Postal Service

I WAS SUED BY SIMON TAUB, I NEVER RECEIVED ANY COURT PAPERS. SIMON TAUB CLAIMS THAT HE IS THE MANAGER, BUT THE BUILDING IS NOT REGISTERED WITH HPD. SIMON TAUB IS A CONVICTED FELON 6/24/2008
<http://postalinspectors.uspis.gov/forms/mlntrecvd.aspx>

2

**BROOKLYN'S LARGEST
FURNITURE
WAREHOUSE
20,000 square feet!!!**

THOUSANDS OF ITEMS!!!!

**Antiques, Chairs, Hundreds of Lamps,
Pop Art, Bric Brac, Tables, Sofas, Pictures**

Lot's of Mid-Century Modern Furniture

GREAT PRICES!!!

BRING FAMILY & FRIENDS

Monday - Sunday 10am - 5pm

**10 Grand Avenue
(b/t Flushing and Park Ave)
Brooklyn, NY 11205**

BLOCKS AWAY FROM BROOKLYN NAVY YARD

BROOKLYN'S HUGE WAREHOUSE FURNITURE TAG SALE

THOUSANDS OF ITEMS!!!!

**Antiques, Modern, Chairs, Industrial,
Hundreds of Lamps, Pop Art, Mirrors,
Bric Brac, Tables, Sofas, Pictures**

SUNDAY, September 9 - RAIN OR SHINE

BRING FAMILY & FRIENDS

8am - 5pm

**10 Grand Avenue
(b/t Flushing and Park Ave)
Brooklyn, NY 11205**

2007

(3)

Case Summary

0:96-cr-00548-LDW USA v. Taub

Date filed: 06/24/1996

Date terminated: 07/14/1998

Simon Taub (1)

Office: Hauppauge

County: Suffolk

Other Court Case: None

Filed: 06/24/1996

Terminated: 07/14/1998

Reopened:

Count: 1

Citation: 18:371.F

Offense Level: 4

18:371.F CONSPIRACY TO DEFRAUD THE UNITED STATES On or about and between March 5, 1991 and June 26, 1991 the deft. did knowingly and intentionally conspire to devise and intend to devise a scheme and artifice to defraud Chubb to obtain money and property by means of false and fraudulent pretenses and representations for the purpose of executing said scheme and artifice, to transmit and cause to be transmitted signs and signals by means of wire communication.

Count: 2-3

Citation: 18:1343.F

Offense Level: 4

18:1343.F FRAUD BY WIRE, RADIO, OR TELEVISION On or about and between March 5, 1991 and June 26, 1991 the deft. did knowingly and intentionally devise and intend to devise a scheme and artifice to defraud Chubb and to obtain money and property by means of false and fraudulent pretenses and representations.

Def Custody Status: Released

Flag: CLOSED

Plaintiff USA

RIDER TO LEASEDATE 2/1/06

TENANT:

DATED 02/01/061) KATALIN POTA Tel: 1) () 3) ()2) () Tel: 1) () 2) () 3) ()Tenant is renting space # 5 on fl. 5 for \$ () per month. Building # 10If anything contained in the NOTES is in conflict with the lease and/or the rider the terms of the NOTES shall control. (KP) ()

- 1) ~~Tenant has to pay the first month's rent and rent for the last two months of the lease when he receives the key for the space. If there is an increase in the rent the tenant has to pay the difference for the last two months' rent.~~
- 2) NOTE: TENANT HAS TO ADD \$ SECURITY
- 3) Tenant is given working utilities. If anything breaks tenant is responsible for repairs (KP) ()
- 4) Tenant is responsible for electric, gas, and water charges. Utilities will be charged according to what this property is being charged by the Utilities Companies.
- 5) If space is rented by more than one tenant each tenant is responsible for the full amount of the rent and utilities. If one tenant pays less than the full amount of the rent and utilities the rent and utilities will not be considered paid until the full amount of the rent and utilities is paid. (KP) ()
- 6) WATER FLAT RATE \$ -0- per month. If usage is more than the flat rate, landlord has the right to charge the difference. (KP) ()
- 7) The cost of lighting in the hall will be shared by all tenants of that floor equally. (KP) ()
- 8) Every tenant will get one free line on front door intercom. Any additional intercom line will be additional \$4.00 charge per month (KP) ()
- 9) Air conditioner can only be installed by management, and tenant has to pay the installation costs. (KP) ()
- 10) Roofs of 6 and 10 Grand Avenue are not to be used by tenant. Landlord has the right to close these roofs at any time (KP) ()
- 11) Garbage should be taken down and placed in the container that is situated on the ground floor by the freight elevator of 10 Grand Avenue.
- 12) Hallways have to be empty at all times. Landlord has the right to get rid of things lying in the hallway without any notice (KP) ()
- 13) Freight elevators are available Monday through Thursday from 8:00am to 5:00pm Friday from 8:00am to 1:00pm. No elevators will be available on holidays. (KP) ()
- 14) Passenger and freight elevators is not part of the lease; they are just an advantage. Rent can not be deducted if elevator is not available. (KP) ()
- 15) The heat must remain at all times above 55 degrees Fahrenheit. (KP) ()

FEB 17, 2014 15:13

Page 6

- 16) Management has to have the key to the loft. Management has the right to enter the loft for inspection any time. If the keys to the loft are not given, the management has the right to open the door and/or to change the keys or lock without tenant's consent. If tenant changes the key and/or lock of the loft, the tenants must supply a copy of the key to the management. ☒ ☒
- 17) Any renovation or construction work including plumbing, electric, gas, and painting is not allowed without written consent from management. ☒ ☒
- 18) If rent is not paid by five days after rent is due a late charge of \$100.00 will incur. ☒ ☒
- 19) Any dispute has to be resolved in reasonable time. Rent can not be held back. ☒ ☒
- 20) No parties are allowed in loft. ☒ ☒
- 21) No music is allowed in loft if the music disturbs neighbor. ☒ ☒
- 22) No painting or redecorating any wall without written consent from management. ☒ ☒
- 23) No scaffold allowed in loft. ☒ ☒
- 24) No Subleasing. No one else is allowed to occupy the loft. Only the tenants whose names are on the lease are allowed to occupy the loft. ☒ ☒
- 25) No washer or dryer allowed in the loft. ☒ ☒
- 26) Every tenant has to carry insurance for fire, water, and liability for his/her loft. ☒ ☒
- 27) Landlord is not responsible for any damage or loss whatsoever and no money can be deducted from rent. Tenant must have own insurance. ☒ ☒
- 28) NOTE: _____
- 29) If anything contained in this rider is in conflict with the lease the terms of the rider shall control.
- 30) I read and fully understand all the conditions that are written in this rider and I accept them and I signed. ☒ ☒

Tenant	Tenant
KATILIN POTA	
(Print name)	(Print name)
<i>Katilin Pota</i>	<i>[Signature]</i>
(Sign name)	(Sign name)
Social security #	Social security #
Driver's license #	Driver's license #

Center For Family Supp
guarantees compliance
of lease and riders

Signed *[Signature]*
C.F.S.

2 of 2

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF KINGS

INDEX#

-----X
GRAND AVE REALTY LLC

HOLDOVER PETITION

PETITIONER (LANDLORD)

VS

KATALIN POTA
10 GRAND AVE
APT 5/5TH FL
BROOKLYN, NY 11205

RESPONDENTS (OCCUP)

ADDRESS

RESPONDENTS (UNDERTENANT)

-----X
Petitioner, Grand Ave Realty LLC is the Landord of the above captioned premises.

1. Respondent, Katalin Pota is the Tenant/ occupant of the subject premises.

2. Respondent occupies space in a building which is commercially zoned and use the premises for residential purposes.

3. Upon information and belief, there is no certificate of occupancy for the building. As such, no multiple dwelling registration is on file with DHPD.

4. Respondents occupancy is not legal. Any lease or agreement to rent or occupy the subject premises is null and void.

5. Upon information and belief, the premises are located in an illegal multiple dwelling.

6. Petitioner seeks possession of the premises as Respondents continued occupancy is illegal.

7. Prior to commencement of this proceeding Respondent was served a Thirty(30) Day Termination Notice. A copy of same is annexed hereto with an affidavit of service.

8. Respondent continues to occupy the premises beyond the date set forth in the Termination Notice.

WHEREFORE, Petitioner requests a judgment of possession, issuance of a warrant of eviction, costs, disbursements and other just relief.

Dated: September 10, 2007

GRAND AVE REALTY LLC
LANDLORD

BY: SIMON TAUB
MANAGING AGENT

h

10-49215(ESS) (sent for Leo Fox)

Search Message

[Back to Messages](#)

[Mark as Unread](#)

[Report Spam](#)

[Delete](#)

between You and Susan Adler

 **Susan Adler** October 5 at 8:44pm Report

Dear Ms. Pota,

Reminding you that Simon Taub's Order to Show Cause to Dismiss your Second Involuntary Bankruptcy Petition which you filed against Simon Taub and to seek sanctions against you for a minimum of \$75,000 is scheduled to be tried on Wednesday October 6, 2010 at 2:00 p.m. in the United States Bankruptcy Court before Bankruptcy Judge E. Stong in her Courtroom, on the third floor at 271 Cadman Plaza East, Brooklyn, New York. Please contact me if you would like to discuss this or have any interest in resolving this matter at (212) 867-9595

Leo Fox

Reply:

Attach:

Reply

[Back to Messages](#)

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

-----X
In re:

Chapter 7

SIMON TAUB,

Case No.: 10-49215-ess

,
Debtor
-----X

CERTIFICATE OF SERVICE

I, Chana Taub, herby certify that on October 7, 2010, I caused to be served on the Parties listed below, Opposition to Dismiss motion , by e-mail and/or postal mail:

Diana Adams,
Alicia Leonhard, Esq.
Office of the U.S. Trustee
271 Cadman Plaza East, St. 4529
Brooklyn, N.Y. 11201
Alicia.M.Leonhard@usdoj.gov

U.S. Trustee
271 Cadman Plaza E.
Brooklyn, NY 11201
USTP.Region02.BR.ECF@usdoj.gov

David Mark, Esq.
Kasowitz, Benson...
1633 Broadway
New York, N.Y. 10019
Dmark@Kasowitz.com

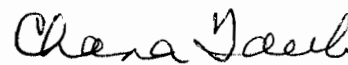
Leo Fox, Esq.
630 Third Avenue
New York, N.Y. 10017
leofox1947@aol.com

Rosemarie Matera, Esq.
Kurtzman Matera
664 Chestnut Ridge Road
Spring Valley, N.Y. 10977
Rmatera@kmpclaw.com

Ronald J. Friedman, Esq.
Silverman Acampora LLP
100 Jericho Quadrangel -Suite 300
Jericho, N.Y. 11753
Rfriedman@SilvermanAcampora.com

McCalla Raymer, LLC
Lurreece D. Lewis, Esq.
1544 Old Alabama Rd.
Roswell, Georgia 30076-2102
Feesandcosts@sjbaum.com

Dated: October 7, 2010
Brooklyn, N.Y.



-----X
Chana Taub

STATE OF NEW YORK
COUNTY OF KINGS
SIGNED BEFORE ME ON 10/7/10
CHANA TAUB


KAMAL P. SONI
Notary Public, State of New York
No. 01SO6089949
Qualified in Kings County
Commission Expires March 31, 2011